

STATE OF INDIANA) IN THE HOWARD SUPERIOR COURT
) SS:
COUNTY OF HOWARD) CAUSE NO.: 34D01-0506-PL-00570

STATE OF INDIANA,)

Plaintiff,)

v.)

CHARLES E. SCOTT, JR.,)
individually and d/b/a)
CLASSIC HOME IMPROVEMENT)

and)

EDWARD JOSEPH VEST,)

Defendants.)

FILED

MAR 16 2009

**HOWARD SUPERIOR
COURT DIVISION 1**

JUDGMENT

This matter came to be tried before the Court on the Complaint of the Plaintiff, State of Indiana, against the Defendant, Edward Joseph Vest. The Plaintiff appears by counsel, Deputy Attorney General January Portteus, the Defendant appears in person and by counsel, Brent Dechert. The cause was submitted to the Court, witnesses were sworn, and evidence was heard.

The Court, being duly advised in the premises after considering the testimony of the witnesses and the exhibits introduced into evidence finds in favor of the Plaintiff on its Complaint.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant Edward Joseph Vest.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Edward Joseph Vest, his agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract, which includes at a minimum the following:
 - i. The name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii. The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv. A reasonably detailed description of the proposed home improvements;
 - v. If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 - vi. The approximate starting and completion date of the home improvements;
 - vii. A statement of any contingencies that would materially change the approximate completion date;
 - viii. The home improvement contact price; and

- ix. Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer and having it signed by the consumer; and
- c. representing expressly or by implication that the Defendant will be able to deliver or complete the subject of the consumer transaction within a stated or reasonable period of time, when the Defendant knows or should reasonably know he cannot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Edward Joseph Vest, as follows:

- a. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in a total amount of Twenty Eight Thousand One Hundred Seventy Five Dollars and Twenty Cents (\$28,175.20): for the benefit of Walter Januskiewicz in the amount of Twenty Three Thousand Nine Hundred Five Dollars and Twenty Cents (\$23,905.20); and for the benefit of Dianna Stankiewicz in the amount of Four Thousand Two Hundred Seventy Dollars (\$4,270.00);
- b. ~~costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of Nine Thousand Four Hundred Dollars and Seventy Five Cents (\$9,400.75);~~

Twenty-eight *One*

A total monetary judgment in the amount of ~~Thirty Seven Thousand Five Hundred~~
Twenty *\$28,175.20*
Seventy Five Dollars and ~~Ninety Five Cents (\$37,575.95)~~ shall therefore be entered in favor
of the Plaintiff, State of Indiana, and against the Defendant, Edward Joseph Vest.

All of which is **ORDERED, ADJUDGED, AND DECREED** this 16 day of
March, 2009.



Judge, Howard County Superior Court

Distribution:

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